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Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR STANDING OFFER

DEMANDE D'OFFRES À COMMANDES (DOC)

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet Standing Offer for Civil and Marine Engineering Services in New Brunswick		Date March 21, 2019
Solicitation No. – N° de l'invitation F5211-180715		
Client Reference No. - No. de référence du client F4718-180047		
Solicitation Closes – L'invitation prend fin At / à : 2 :00 PM AST On / le : May 1, 2019		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Cathi Harris, Senior Contracting Officer Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

REQUEST FOR STANDING OFFER (RFSO)

F5211-180715

Standing Offer for Civil and Marine Engineering Services in New Brunswick

FISHERIES AND OCEANS CANADA

May 2018 Request for Standing Offers Template (RFSO)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 The Department of Fisheries and Oceans has a requirement to set up standing offer agreements for Marine and Civil Engineering services in the province of New Brunswick on an "as and when" requested basis. The objective is to award Standing Offer Agreements (SOA) for up to three (3) suppliers who can provide Marine and Civil Engineering Services to meet the specific needs of the Statement of Work.

The Department of Fisheries & Oceans Canada (DFO), Small Craft Harbours (SCH) branch operates and maintains a national system of harbours to provide commercial fish harvesters and other harbour users with safe and accessible facilities.

The purpose of the standing offer is to pre-qualify a list of consultants to provide support to Small Craft Harbours (SCH) with marine / civil engineering inspection, planning and design services to meet program obligations with respect to maintaining safe and accessible facilities in the province of New Brunswick.

Bilingual services for plans and specifications only.

Scope:

Small Craft Harbours (SCH) requires the services of a firm (Consultant) with expertise in marine / civil engineering disciplines to act in the capacity of the coordinating engineer of record for the provision of services.

RS1 Services Which May Be Required

1. Inspection / Investigation / Site Assessment Service.
2. Design Service. **(Bilingual Services)**
3. Tender Service.
4. Construction Support Service.
5. Commissioning Service.
6. Post Construction Service.

RS 2. Inspection / Investigation / Site Assessment Services

The objective is to review and analyze all available project information, consult with the Project Authority, and deliver a comprehensive Inspection / Investigation / Site Assessment.

RS 3. Design Service **(Bilingual Services)**

The objective of this stage is prepare construction drawings and specifications for the purpose of tendering through consultation with the Project Authority.

RS 4. Tender Service

The objective of this phase is to support the Project Authority with the tender.

RS 5. Construction Support Service

The objective of this phase is to support the Project Authority with the construction phase and ensure the quality, budget and schedule of the project.

RS 6. Commissioning Service

The purpose of the Commissioning Service is to ensure that a fully functioning project is delivered to the Client.

RS 7. Post Construction Service

The purpose of this phase is to support the Project Authority in obtaining all final documents required for project close out.

RS 8. Additional Services

If required, any additional services will be identified at the time of each individual Call-up, and the Contractor will be responsible for the provision and management of these additional services.

Examples of these services include but are not limited to:

- Coastal studies
- Bathymetry (sounding) surveys
- In-water and diving inspections

-
- Geotechnical investigations
 - Environmental assessment and permitting
 - Peer review of consultant work
 - Topographical surveys
 - Marine electrical and lighting systems
 - Concrete and material testing

RS 9. Sub-Contractor / Specialist Coordination

The Contractor shall coordinate and manage the services of Sub-Contractor/Specialists required to complete project requirements in support of the requested services under a Call-up.

Location of Work, Work Site and Delivery Point

The work will be conducted in the Province of New Brunswick.

Expected Start and Completion Dates

The period for placing call-ups against any resulting Standing Offer shall be from the date of award of the Standing Offer(s) for a two (2) year period with one (1) option year period to be exercised at the discretion of the Department. Call-ups will not be made for services beyond the above period.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the

Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Signature

Date

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 soft copy);
- Section II: Financial Offer (1 soft copy);
- Section III: Certifications (1 soft copy).

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy, the wording of the electronic copy will have priority over the wording of the other copies.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation**4.1.1.1 Mandatory Technical Criteria**

Attached at Annex 1 to Part 4

4.1.1.2 Point Rated Technical Criteria

Attached at Annex 1 to Part 4

4.1.2 Financial Evaluation

Attached at Annex 1 to Part 4

4.1.2.1 Evaluation of Price – Canadian/Foreign Offerors

SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of **points available** multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)			
	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 80 = 68.14$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.51$
Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
Combined Rating	84.50	70.74	74.51
Overall Rating	1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

[M3020T](#) (2016-01-28), Status of Availability of Resources – Offer

5.2.3.2 List of Proposed Subcontractors

[M7035T](#) (2013-07-10), List of Proposed Subcontractors

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Insurance Requirements – No Specific Requirements

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- Report 1: April 1 to September 30;
- Report 2: October 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to May 31, 2021.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one additional one year period under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Cathi Harris
Title: Senior Contracting Officer
Fisheries and Oceans Canada
Procurement Hub - Fredericton
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6

Telephone: 506-238-1317
Facsimile: 506-452-3676
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be provided on standing offer award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

(to be provided on standing offer award)

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *(to be provided on standing offer award)*.

7.8 Call-up Procedures

1. Services will be called-up as follows:

- a) The Project Authority will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed.

The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 43.0% of the business for the top ranked consultant, 32% for the 2nd ranked consultant and 25.0% for the 3rd ranked consultant. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

$$\text{Revised Distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non-distributed \%}} \times 100$$

The Consultant who is furthest under their respective ideal business distribution percentage in relation to the other consultants will be selected for the next call-up.

- b) The Consultant will be provided the scope of services and will submit a proposal to the Project Authority in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
- d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
- e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
2. The Consultant will be authorized in writing by the Project Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Project Authority but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$250,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ *(to be provided at standing offer award)* (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 SACC Manual Clauses

M3020C (2016-01-28), Status of Availability of Resources – Standing Offer

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B _____ (*insert date*), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Insert the following clause when payment by credit cards is accepted by the Offeror.

Section _____ (*insert section number*) Interest on Overdue Accounts, of _____ (*insert the number, date and title of applicable general conditions*) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of award to May 31, 2021.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of payment: Fixed time rate – Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$ _____ *(to be provided at standing offer award)*. Customs duties are included and Applicable Taxes are extra.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ _____ *(to be provided at standing offer award)*

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *to be provided at standing offer award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

SACC Manual clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by a copy of any documents as specified in the Contract.
1. Invoices must be distributed as follows:
The original copy must be forwarded to DFO.invoicing-facturation.MPO@canada.ca for certification and payment.

7.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirements

ANNEX "A"

STATEMENT OF WORK

RS1 GENERAL REQUIREMENTS

- RS 1.1 Background Information
- RS 1.2 Services
- RS 1.3 Services Which May Be Required

RS 2 INSPECTION / SITE ASSESSMENT SERVICE

- RS 2.1 General
- RS 2.2 Scope and Activities
- RS 2.3 Deliverables

RS 3 DESIGN SERVICE (Bilingual Services)

- RS 3.1 General
- RS 3.2 Scope and Activities
- RS 3.3 Deliverables

RS 4 TENDER SERVICE

- RS 4.1 General
- RS 4.2 Scope and Activities

RS 5 CONSTRUCTION SUPPORT SERVICE

- RS 5.1 General
- RS 5.2 Scope and Activities

RS 6 COMMISSIONING SERVICE

- RS 6.1 General
- RS 6.2 Scope and Activities
- RS 6.3 Deliverables

RS 7 POST CONSTRUCTION SERVICE

- RS 7.1 General
- RS 7.2 Scope and Activities
- RS 7.3 Deliverables

RS 8 ADDITIONAL SERVICES

- RS 8.1 General
- RS 8.2 Scope and Activities

RS 9 SUB-CONTRACTOR/SPECIALIST COORDINATION

- RS 9.1 General

STATEMENT OF WORK

REQUIRED SERVICES (RS)

RS 1 GENERAL REQUIREMENTS

1.1 Background Information

The Department of Fisheries & Oceans Canada (DFO), Small Craft Harbours (SCH) branch operates and maintains a national system of harbours to provide commercial fish harvesters and other harbour users with safe and accessible facilities.

The purpose of the standing offer is to pre-qualify a list of consultants to provide support to Small Craft Harbours (SCH) with marine / civil engineering inspection, planning and design services to meet program obligations with respect to maintaining safe and accessible facilities in the **Province of New Brunswick**.

Bilingual services for plans and specifications only.

1.2 Services

- .1 Small Craft Harbours (SCH) requires the services of a firm (Contractor) with expertise in marine / civil engineering disciplines to act in the capacity of the coordinating engineer of record for the provision of services.
- .2 This generic Terms of Reference (TOR) provides the Terms of Reference for the common services which may be required for the various projects.
- .3 The Contractor will be engaged through individual project specific "Call-Ups" which will include a project specific TOR, identifying the required services.

1.3 Services Which May Be Required

- .1 Inspection / Investigation / Site Assessment Service.
- .2 Design Service. **(Bilingual Services)**
- .3 Tender Service.
- .4 Construction Support Service.
- .5 Commissioning Service.
- .6 Post Construction Service.

RS 2 INSPECTION / INVESTIGATION / SITE ASSESSMENT SERVICE

2.1 General

The objective is to review and analyze all available project information, consult with the Project Authority, and deliver a comprehensive Inspection / Investigation / Site Assessment.

2.2 Scope and Activities

- .1 Analyse the project requirements.
- .2 Identify all additional information that will be needed to deliver the project.
- .3 Visit the site(s).
- .4 Investigate.
- .5 Inspect and assess site and facility conditions.
- .6 Provide an engineering opinion of the recommended repairs/action.

2.3 Deliverables

- .1 A Inspection / Investigation / Site Assessment Engineering Report that will contain at a minimum:
- a) Title Page;
 - b) Table of Contents;
 - c) Introduction;
 - d) Facility Description;
 - e) Results;
 - f) Conclusion & Recommendations;
 - g) Appendices;
 1. Photographs;
 2. Drawings.

RS 3 DESIGN SERVICE (Bilingual Services)

3.1 General

The objective of this stage is prepare construction drawings and specifications for the purpose of tendering through consultation with the Project Authority.

- .1 The Contractor shall produce designs that:
- a) Are effective and efficient;
 - b) Meets current Codes, Standards and guidelines;
 - c) Optimizes performance of the system;
 - d) Are designed for ease of maintenance;
 - e) Minimize long-term maintenance costs through provision of suitable corrosion prevention and durability features;
 - f) Use industry proven materials and avoidance of experimental materials; and
 - g) Are cost effective considering both initial cost and operation & maintenance costs over a life cycle of 25 years.

3.2 Scope and Activities

- .1 The Contractor shall:
- a) Review all other available existing material related to the project including requirements identified in the TOR;
 - b) Identify and analyze all Codes, Acts, Standards and guidelines that apply to this project. These should include, but not be limited to, the latest edition of the following (including all amendments, supplements and revisions):
 - Small Craft Harbours – Guidelines of Harbour Accommodations
 - Small Craft Harbours – Guidelines Inspection and Maintenance of Marine Facilities
 - Canada Labour Code, Part II Occupational Health and Safety
 - Canada and Provincial Occupational Health and Safety Regulations
 - Federal and Provincial Environmental Acts and Regulations, including Fisheries Act
 - Navigable Waters Protection Act
 - National Building Code of Canada
 - National Fire Code
 - CAN/CSA-S6 Canadian Highway Bridge Design Code
 - CAN/CSA-A23.3: Design of Concrete Structures
 - CAN/CSA-S16: Limit States Design of Steel Structures
 - CSA-086: Engineering Design in Wood
 - Canadian Electrical Code
 - Provincial and Municipal Traffic Acts and Regulations
 - c) Assess the recommended options;
 - d) Establish the sustainability targets;

- e) Confirm the commissioning requirements;
- f) Create construction documents in accordance with the General P&S Document;
- g) Design according to the budget and schedule;
 - 1. Non-compliances will require revisions to the contract documents;
- h) Provide updated cost estimates.
 - 1. Provide a cost breakdown by unit rate and/or trade for review of bids and comparison with the successful Contractor's cost breakdown.
- i) Update the project schedule;
- j) Establish a quality control process for the construction and contract administration stage.

3.3 Deliverables

- .1 Construction Documents to be submitted at various stages as identified in the project specific TOR.
 - a) A Class "B" Estimate;
 - b) A project schedule;
 - c) Construction Drawings;
 - 1. Drawings should reflect 50% completeness with all Plan, Elevation, Details, and Sections shown.
 - d) Specifications
 - 1. Index to specifications
 - 2. Draft Division 1 including draft Commissioning Sections.
- .2 99% complete Construction Documents, fully coordinated as if ready for tender.
 - a) This submission incorporates all revisions required by the review of the previous submission.
 - b) The Contractor shall submit documents to the Project Authority.
 - c) The submittal shall include:
 - 1. A Class "A" Estimate
 - 2. An updated project schedule
 - 3. Construction Drawings
 - a. Drawings should reflect 99% completeness with a complete design without any unfinished details.
 - 4. Complete Specifications.
 - a. Specifications should be complete with all sections and thoroughly coordinated with the Drawings.
 - 5. Response to PWGSC written comments of previous submittal.
- .3 Final (100%) Construction Documents ready for tendering.
 - a) This submission incorporates all revisions required by the review of the previous submission.
 - b) The Contractor shall submit documents to the Project Authority, HRSDC, local municipality, or any other Authority having jurisdiction.
 - c) The submittal shall include:
 - 1. An updated Class 'A' cost estimate.
 - 2. An updated project schedule
 - 3. Construction Drawings & Specifications
 - a. As per the General P&S Document.
 - 4. Response to PWGSC written comments of previous submittal
 - 5. Advise the Project Authority of all issues raised by other officials and all Contractors' responses.
 - d) The Contractor must confirm in writing that:
 - 1. The documents are ready to be issued for tender;

2. The checklist in the General P&S Document has been reviewed in concert with the requirements of the Contractor Agreement; and
3. A full review and coordination of the Contract Documents are complete and in accordance with professional standard of care.

RS 4 TENDER SERVICE

4.1 General

The objective of this phase is to support the Project Authority with the tender.

4.2 Scope and Activities

- .1 When requested, the Contractor will be required to:
 - a) Provide the Project Authority with information required by bidders to interpret construction documents.
 - b) Prepare addenda, in response to all questions during the bidding period and submit to Project Authority,
 - c) Attend pre-tender site visits,
 - d) During Bid Review and Analysis, assist the Project Authority, as required, by analyzing and reviewing the submitted bid.

RS 5 CONSTRUCTION SUPPORT SERVICE

5.1 General

The objective of this phase is to support the Project Authority with the construction phase and ensure the quality, budget and schedule of the project.

5.2 Scope and Activities

- .1 The Contractor shall:
 - a) Provide regular field reviews and as required to fulfil the Contractor's professional obligations to monitor the construction activities throughout the construction period and keep Project Authority informed of work progress,
 1. Reject unsatisfactory work,
 2. Provide written reports.
 - b) Authorize special tests, inspections and minor works that do not impact project cost and schedule,
 1. Provide the Project Authority with all material specifications, mixes and tests outside the scope of the Contractor.
 - c) Review shop drawings and provide copies to the Project Authority
 - d) Review and comment on the Contractor's schedule,
 - e) Interpret contract documents as required and provide any additional drawings or specifications required to clarify, interpret or supplement Construction Documents,
 - f) Review, comment and make recommendations on various documents such as Contractor's Progress Claims and updated schedules,
 - g) Provide timely technical advice,
 - h) Recommend the amounts owing to the Contractor based on work progress,
 - i) Assist the Project Authority to prepare Certificate of Substantial Completion and provide sign-off,
 - j) For Changes to the work:
 1. Assist the Project Authority to prepare CCN's and COs, to be issued by the Project Authority.

-
- k) For Cost Estimating Services:
 - 1. Evaluate change orders; claims, work completed and cash flow.
 - 2. After issue of contract provide details for evaluating the project's cost performance
 - l) For Scheduling Services:
 - 1. Review contractor's monthly schedule report and report findings and recommendations to PWGSC for further discussion with the Contractor.
 - m) Permits
 - 1. Assist the Contractor and provide required documentation in order to obtain the building permit.

RS 6 COMMISSIONING SERVICE

6.1 General

The purpose of the Commissioning Service is to ensure that a fully functioning project is delivered to the Client.

6.2 Scope and Activities

- .1 Integrated and comprehensive commissioning for the project in accordance with the requirements in the Plans & Specifications document,
- .2 The project will be accepted and the Certificate of Substantial Completion will be issued only after the Contractor meets the requirements of the GCs and:
 - a) Successful completion of integrated systems tests, life safety support systems tests and after meeting all requirements of the authority having jurisdiction
 - b) All test certificates, commissioning reports and commissioning documentation have been approved by the Project Authority.
- .3 During the Construction Phase:
 - a) Monitor and report on contract commissioning activities,
 - b) Review and certify verification sheets as they are completed by the contractor,
 - c) Review commissioning schedule,
 - d) Witness all component, system and integrated systems tests,
 - e) Review and comment on commissioning test results,
 - f) Provide advice and recommendations for fine tuning,

6.3 Deliverables

- .1 Commissioning Specifications in Div 01,
- .2 Reviewed and all forms to be executed by the Contractor,
- .3 Reviewed and Accepted Commissioning (Evaluation) Report.

RS 7 POST CONSTRUCTION SERVICE

7.1 General

The purpose of this phase is to support the Project Authority in obtaining all final documents required for project close out.

7.2 Scope and Activities

- .1 Project Close-out Services
 - a) Revise documentation to reflect all changes, revisions and adjustments after completion of commissioning

- b) Prepare record drawings and specifications based on Contractor's as-builts;
- c) Assist the Project Authority to prepare the Final Certificate of Completion and provide sign-off.
- d) Review the Operations and Maintenance Manual.
- e) Review the Commissioning Report.
- f) Participate in Lessons Learned workshops if requested

.2 Warranty Services

- a) Monitor and certify rectification of deficiencies before expiry of warranties
- b) Sign off on the Final Completion of the construction contract,
- c) Participate in warranty inspections with *Project Authority* and Contractor
- d) Provide warranty deficiency list,
- e) Provide Final Warranty Review report.

7.3 Deliverables

- .1 Warranty Deficiency List
- .2 Final Certificate
- .3 As-Built and Record Drawings and As-Built Specifications.
- .4 Comments to O&M Manual
- .5 Signed final Commissioning Manual
- .6 Sign-off on Warranty

RS 8 ADDITIONAL SERVICES

8.1 General

If required, any additional services will be identified at the time of each individual Call-up, and the Contractor will be responsible for the provision and management of these additional services.

8.2 Scope and Activities

Examples of these services include but are not limited to:

- Coastal studies
- Bathymetry (sounding) surveys
- In-water and diving inspections
- Geotechnical investigations
- Environmental assessment and permitting
- Peer review of Contractor work
- Topographical surveys
- Marine electrical and lighting systems
- Concrete and material testing

RS 9 SUB-CONTRACTOR/SPECIALIST COORDINATION

9.1 General

The Contractor shall coordinate and manage the services of sub-Contractors/Specialists required to complete project requirements in support of the requested services under a Call-up.

ANNEX "B"

BASIS OF PAYMENT

INSTRUCTIONS

1. The hourly rates identified will be for the duration of the Standing Offer.
2. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the consultant's office are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Project Authority) in accordance with current National Joint Council Travel Directive.

A) Year 1 and 2: Period from Date of Award to May 31, 2021

CATEGORY OF PERSONNEL	Name	Fixed Hourly Rates *	Fixed Hourly Rates *
		Year 1 Award to May 31, 2020	Year 2 1 June 2020 to 31 May 2021
Partner or principal		\$	\$
Senior Engineer		\$	\$
Intermediate Engineer		\$	\$
Junior Engineer		\$	\$
Senior Technologist / Technician		\$	\$
Intermediate Technologist/ Technician		\$	\$
Junior Technologist / Technician		\$	\$
Drafting Personnel		\$	\$
Administrative / Clerical Personnel		\$	\$

B) Option Year 1: Period from 1 June 2021 to 31 May 2022

CATEGORY OF PERSONNEL	Name	Fixed Hourly Rates * Option Year 1
Partner or principal		\$
Senior Engineer		\$
Intermediate Engineer		\$
Junior Engineer		\$
Senior Technologist / Technician		\$
Intermediate Technologist/ Technician		\$
Junior Technologist / Technician		\$
Drafting Personnel		\$
Administrative / Clerical Personnel		\$

Solicitation No. - N° de l'invitation

F5211-180715

Client Ref. No. - N° de réf. du client

F4718-180047

Amd. No. - N° de la modif.

File No. - N° du dossier

F5211-180715

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

STANDING OFFER REPORT

Date of the call-up	Project Authority	Items acquired/services provided	Work completion date	Quantity	Price	Total

ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International).

ANNEX "1" to PART 4 OF THE REQUEST FOR STANDING OFFERS**EVALUATION CRITERIA****MANDATORY REQUIREMENTS:****1.1 MANDATORY REQUIREMENTS**

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	<p>Licenses/Certifications: The Proponent shall be authorized to provide coastal / harbour inspection and design services and must include a coastal / harbour engineer or designer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province of New Brunswick.</p> <p>You must PROVIDE A COPY of current license to practice as a Professional Engineer. The proponent must provide proof of registration with the Association of Professional Engineers in the applicable province.</p>		

RATED REQUIREMENTS:**2.1 RATED REQUIREMENTS**

Proposals meeting **ALL** Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response):

CRITERIA		Score	Page #
No.	Point Rated Technical Criteria	Points Allotted	Proposal Page No.
R1	<p>Comprehension of the Scope of Services</p> <p>1. <i>What we are looking for:</i> A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.</p> <p>2. <i>What the Proponent should provide:</i></p> <p>a) scope of services - detailed list of services offered to meet the requirements of the Required Services including any specialty services that maybe outside those offered by key personnel;</p> <p>b) a description of the Proponent's approach to delivery of services and how the approach demonstrates understanding of the SCH and Harbour Authority program;</p> <p>c) a demonstrated knowledge of application regulations, codes and standards and particularly as they apply on federal owned and/or locally operated harbour facilities;</p> <p>d) how projects will be delivered using a collaborative approach within a team environment</p> <p>e) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;</p> <p>f) broader goals (federal image, sustainable development, sensitivities);</p> <p>g) risk management strategy;</p> <p>h) project management approach to working with DFO (understanding of DFO management structure, Client environment, standing offer process, working with the government in general).</p>		
R2	<p>Team Approach / Management of Services</p> <p>1. <i>What we are looking for:</i> How the team will be organized in its approach and methodology in the delivery of the Required Services.</p> <p>2. <i>What the Proponent should provide:</i> A description of:</p> <p>a) Roles and responsibilities of key personnel;</p> <p>b) Assignment of the resources and availability of back-up personnel;</p> <p>c) Management and organization (reporting structure);</p> <p>d) The firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;</p> <p>e) Quality control techniques and coordination of the design work between all required disciplines;</p> <p>f) How the team intends to meet the 'Project Response Time Requirements';</p> <p>g) Conflict resolution methods.</p>		

<p>R3</p>	<p>Past Experience</p> <p>1. <i>What we are looking for.</i> Demonstration that over at least the past five (5) years, the Proponent has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Proponent's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.</p> <p>2. <i>What the Proponent should provide (recommend one (1) page per project):</i></p> <p>a) A brief description of a maximum of five (5) significant projects completed over the last five (5) years by the Proponent. Each of the projects must involve at least one (1) of the following list of coastal or harbour structures / features design / study / assessment elements:</p> <ul style="list-style-type: none"> i. Harbour facility (i.e. wharves, breakwaters, gangways, floats, haulout facilities, service areas, etc.) condition assessments (underwater and topside) ii. Harbour facility load evaluation assessments iii. Code and regulatory compliance assessment iv. Feasibility and Investment Analysis v. Geotechnical and material investigations vi. Marine traffic safety and volume assessments vii. Harbour planning, reconfiguration and design viii. Hydraulic modeling (modeling for wave attenuators & fences) ix. Hydrographic surveys & dredge planning x. Shoreline erosion assessments xi. Site exposure (wind, wave, current, flood) assessments xii. Harbour facility and breakwater design xiii. Beach nourishment planning & design xiv. Assess tidal hydraulics <p>Each project must have the respective involved element(s) listed in the description. Three (3) of the projects must involve services from a different element listed above.</p> <p>b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;</p> <p>c) Indicate the dates the services were provided for the listed projects;</p> <p>d) Scope of services rendered, project objectives, constraints and deliverables; and</p> <p>e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.</p> <p>3. The Proponent (as defined in General Instructions GI 1) must possess the knowledge on the above projects. Past</p>		
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	<p>project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.</p> <p>4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.</p>		
R4	<p>Senior Personnel Expertise and Experience</p> <p>1. <i>What we are looking for:</i> A demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.</p> <p>2. <i>What the Proponent should provide (recommend one (1) page per senior personnel):</i></p> <p>a) submit a maximum of two (2) c.v.'s of senior personnel. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and</p> <p>b) Identify the personnel's years of experience, the number of years with the firm; and</p> <p>c) professional accreditation; and</p> <p>d) experience relating to working with marine infrastructures found within Federal Government Harbour facilities; and</p> <p>e) accomplishments / achievements / awards.</p> <p>3. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 1). Past expertise and experience of personnel not within the Proponent's (or joint venture Proponent's) organization will not be considered in the evaluation.</p>		
R5	<p>Project Personnel Expertise and Experience</p> <p>1. <i>What we are looking for:</i> A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.</p> <p>2. <i>What the Proponent should provide (recommend one (1) page per senior personnel):</i></p> <p>a) submit a maximum of two (2) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;</p> <p>b) Identify the personnel's years of experience, the</p>		

	number of years with the firm; c) professional accreditation; d) experience relating to working with the Federal Government, Fisheries and Oceans, and/or marine infrastructures found within Small Craft Harbour facilities, and e) accomplishments/achievements/awards. 3. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 1). Past expertise and experience of personnel not within the Proponent's (or joint venture Proponent's) organization will not be considered in the evaluation.		
Total:	Minimum 70/100		

2.2 EVALUATION AND RATING

Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by the Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.5	0 - 10	0 – 15
Team Approach / Management of Services	1.5	0 - 10	0 – 15
Past Experience	4.0	0 - 10	0 – 40
Senior Personnel Expertise and Experience	1.0	0 - 10	0 – 10
Project Personnel Expertise and Experience	2.0	0 - 10	0 – 20
Total	10.0		0 - 100

Evaluation Table

The Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the evaluation table below:

	NA	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
	0 point	2 points	4 points	6 points	8 points	10 points
R1 Comprehension of the Scope of	Did not submit information which could be	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.

	NA	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
	0 point	2 points	4 points	6 points	8 points	10 points
Services	evaluated.		understanding in some areas of the requirements.			
R2 Team Approach/ Management of Services	Did not submit information which could be evaluated.	Team approach and delivery method not likely able to meet requirements.	Team approach and delivery method does not cover all required components.	Team approach and delivery method covers most components and will likely meet requirements.	Team approach and delivery method covers all components. Proposed team has worked successfully together on relevant or SCH projects.	Approach and delivery method covers all components. Proposed team has worked successfully together on local relevant or SCH projects.
R3 Past Experience	Did not submit information which could be evaluated.	Sample projects not related to this requirement.	Sample projects generally not related to this requirement.	Sample projects generally related to this requirement.	Recent experience directly related to required services. Proposed project(s) are Federal Government related.	Recent experience directly related to required services. Proposed project(s) are Federal Government related. Successful projects delivered by team proposed in this RFSO.
R4 Senior Personnel Expertise and Experience	Did not submit information which could be evaluated.	Senior Personnel do not possess qualifications and experience related to the required services.	Senior Personnel lack qualifications and experience related to the required services.	Senior Personnel have an acceptable level of qualifications and experience related to the required services.	Senior Personnel are highly qualified and experienced in the required services.	Senior Personnel and backups are highly qualified and experienced in the required services.
R5 Project Personnel Expertise and Experience	Did not submit information which could be evaluated.	Project Personnel do not possess qualifications and experience related to the required services.	Project Personnel lack qualifications and experience related to the required services.	Project Personnel have an acceptable level of qualifications and experience related to the required services.	Project Personnel are highly qualified and experienced in the required services.	Project Personnel and backups are highly qualified and experienced in the required services.

To be considered further, proponents **must** achieve a minimum fifty percent (50%) rating in each individual criterion, and a minimum total weighted rating of seventy (70) out of the hundred (100) points available for the rated technical criteria as specified above.

No further consideration will be given to proponents not achieving the pass mark of seventy (70) points.

PRICE PROPOSAL FORM:

3.1 PRICE PROPOSAL FORM

INSTRUCTIONS

3. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
4. Proponents are not to alter or add information to the form.
5. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Engineer, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Engineer. The hourly rate for any given category of personnel cannot be \$0 or nil value. **Failure to insert an hourly rate for each position listed will render your proposal non-responsive.**
6. The hourly rates identified will be for the duration of the Standing Offer.
7. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the Contractor's office are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Project Authority) in accordance with current National Joint Council Travel Directive.
8. Fixed hourly rates for each Category of Personnel are to be provided for each year and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns D (Year 1 and 2) and E (Optional Year 1, 2 and 3) are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes (see table C) *TOTAL EVALUATED PRICE*).
7. Note: Volumetrics (weight factor) is provided for evaluation purposes only and is not a guaranteed amount. Prices are required for the table provided. If rates are not provided for all the years, they will be considered to be the same as for Year 1.

A) Year 1 and 2: Period from Date of Award to May 31, 2021

Column		A	B	C	D
CATEGORY OF PERSONNEL	Name	Weight Factor	Fixed Hourly Rates * Year 1 Award to May 31, 2020	Fixed Hourly Rates * Year 2 1 June 2021 to 31 May 2021	A x (B+C)
Partner or principal		3%	\$	\$	\$
Senior Engineer		5%	\$	\$	\$
Intermediate Engineer		10%	\$	\$	\$
Junior Engineer		12%	\$	\$	\$
Senior Technologist / Technician		10%	\$	\$	\$
Intermediate Technologist/ Technician		15%	\$	\$	\$
Junior Technologist / Technician		20%	\$	\$	\$
Drafting Personnel		20%	\$	\$	\$
Administrative / Clerical Personnel		5%	\$	\$	\$
SUB-TOTALS					\$
MULTIPLIED BY					50%
TOTAL FOR EVALUATION PURPOSES					\$

B) Option Year 1: Period from 1 June 2021 to 31 May 2022

Column		A	B	E
CATEGORY OF PERSONNEL	Name	Weight Factor	Fixed Hourly Rates * Option Year 1	A x B
Partner or principal		3%	\$	\$
Senior Engineer		5%	\$	\$
Intermediate Engineer		10%	\$	\$
Junior Engineer		12%	\$	\$
Senior Technologist / Technician		10%	\$	\$
Intermediate Technologist/ Technician		15%	\$	\$
Junior Technologist / Technician		20%	\$	\$
Drafting Personnel		20%	\$	\$
Administrative / Clerical Personnel		5%	\$	\$
SUB-TOTALS				\$
MULTIPLIED BY				50%
TOTAL FOR EVALUATION PURPOSES				\$

C) TOTAL EVALUATED PRICE (GST EXTRA) – Year 1 and 2, plus Option Year 1

COL. 1	COL. 2	COL. 3
TOTAL Year 1 and 2	TOTAL Option Year 1	TOTAL EVALUATED PRICE (COL.1 + COL.2)
\$ _____	\$ _____	\$ _____